

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
NORTHERN DIVISION

ANDAO SILBAUGH,

Plaintiff,

vs.

VIKING MAGAZINE SERVICES,

Defendant.

CASE NO. 1:11-CV-01299

JUDGE PATRICIA A. GAUGHAN

**ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT;
APPROVING PAYMENT OF PLAINTIFF'S ATTORNEYS' FEES AND COSTS AND
INCENTIVE COMPENSATION TO THE NAMED PLAINTIFF; AND DIRECTING
ENTRY OF JUDGMENT OF DISMISSAL**

WHEREAS, the Court has been advised that the parties to this action, through their counsel, have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle upon the terms and conditions set forth in the Settlement Agreement, dated effective June 28, 2012 ("Settlement Agreement"), which has been filed with the Court; and

WHEREAS, this Court has executed an Order Certifying a Settlement Class; and has issued an Order Preliminarily Approving Notice to the certified Settlement Class of the proposed settlement and a fairness hearing thereon; and said notice has been timely made in accordance with said Order; and the fairness hearing has been held; and

WHEREAS, the Court held the fairness hearing to which Settlement Class Members, including any with objections, were invited; and there has been no substantial opposition to the Settlement Agreement by the Settlement Class Members.

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court upon examination that the Settlement Agreement and settlement are fair, reasonable, and adequate, and upon a fairness hearing having been held after notice to the Settlement Class of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate and whether a Final Approval Order and Judgment of Dismissal with Prejudice should be entered in this action based upon the Settlement Agreement;

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement and the settlement contained therein are approved as final, fair, reasonable, and adequate.
2. Defendant, as defined in the Settlement Agreement, is fully released in accordance with the terms of the Settlement Agreement.
3. All persons who have not made their objections to the settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.
4. All Settlement Class Members who have failed to properly file requests for exclusion (requests to opt out) from the Settlement Class are bound by the terms and conditions of the Settlement Agreement and this Final Order and Judgment.
5. Settlement Class Representative and all Settlement Class Members who have failed to properly file requests for exclusion (to opt out) from the Settlement Class fully release and forever discharge Defendant, as defined in the Settlement Agreement, from any and all claims, demands, actions, causes of action, or claims of liability whatsoever regarding any matter released in Section 1.18 of the Settlement Agreement, and are thus forever barred and enjoined

from instituting, maintaining, or prosecuting against Defendant, any of said claims, demands, actions, causes of actions, or claims of liability.

6. Viking shall make nine (9) additional payments to the Settlement Fund. Within fourteen (14) days after the Effective Date, Viking shall pay \$135,000 towards the Settlement Fund. Within forty-five (45) days of the Effective Date Viking shall pay \$20,000 towards the Settlement Fund. Viking shall make six (6) additional \$20,000 payments in thirty (30) day increments. Within thirty (30) days of the final \$20,000 payment, Viking shall make the final payment to the Settlement Fund for \$5,000.

7. Within the time period set forth in the Settlement Agreement, the cash distributions as provided in the Settlement Agreement shall be paid to the various Settlement Class Members having valid claims, under the terms and conditions of the Settlement Agreement.

8. Plaintiff's attorneys' fees, costs and expenses in the amount of \$100,000 shall be paid within the time period, and under the terms and conditions set forth in the Settlement Agreement. This payment is reasonable compensation for Class Counsel's work, which has resulted in a substantial benefit to the Settlement Class.

9. Within the time period and under the terms and conditions set forth in the Settlement Agreement, Settlement Class Representative shall be paid incentive compensation in the amount of \$5,000. Plaintiff, as class representative, has at all times, fairly and adequately represented the Settlement Class. The incentive compensation to Plaintiff is fair and reasonable compensation.

10. Costs of Settlement Administration will be paid by Defendant.

11. All other provisions of the Settlement Agreement are incorporated into this Order as if fully rewritten herein. To the extent that the terms of this Order conflict with the terms of the Settlement Agreement, the Settlement Agreement shall control.

12. This action is dismissed with prejudice; subject, however, to this Court retaining jurisdiction over compliance with the Settlement Agreement and this Final Order and Judgment.

13. There is no just reason for delay, and this is a final, appealable order as of when it is stamped as received for filing.

Dated: 11/19/12

/s/ Patricia A. Gaughan

The Honorable Patricia Gaughan
Judge of the United States District Court for
the Northern District of Ohio, Northern
Division